Exhibit D

UNITED STATES DISTRICT COUL		
SOUTHERN DISTRICT OF NEW Y	ORK X	
EUGENIA VI VENTURE HOLDING		
Plaintif - against -	f	CASE NO. 05 Civ. 5277 (DC)
SURINDER CHABRA, NARINDER and PARVINDER CHABRA	CHABRA	NOTICE OF MOTION [Electronically filed]
Defend	ants.	
EUGENIA VI VENTURE HOLDING		
Plaintif - against -	f	CASE NO. 05 Civ. 5330 (DC)
SURINDER CHABRA, NARINDER PARVINDER CHABRA and AMC CCORP.		
Defenda	antsX	
MOTION BY:	Defendants Suri Chabra and Parv	inder Chabra, Narinder vinder Chabra
PLACE:	Court for the So	inited States District outhern District of New Street, New York, NY
BEFORE:	Judge Denny Ch	nin
RELIEF DEMANDED:		ding these two cases to s because of lack of arisdiction.
ANSWERING PAPERS:	Must be served l	by August 23, 2005.
Dated: Roseland, NJ		

Yours, etc.

S/

KIM STEVEN JUHASE
Novak & Juhase
101 Eisenhower Parkway, suite 300
Roseland, NJ 07068
973-795-1206

UNITED STATES DISTRICT COURT SOUTHERN DISTRICT OF NEW YORK		
EUGENIA VI VENTURE HOLDINGS, LTD.	X	
EddErwi vi vErvicial irozonios, 212.		
Plaintiff		CASE NO.
- against -		05 Civ. 5277 (DC)
SURINDER CHABRA, NARINDER CHABRA and PARVINDER CHABRA		AFFIRMATION [Electronically filed]
Defendants.	X	
STATE OF NEW YORK)		
) ss.:		
COUNTY OF NEW YORK)		

Surinder Chabra, affirms the following to be true under penalties of perjury.

- 1. I am one of the named defendants in the above action and in Case No. 05Civ.5330. The other defendants are my brother Narinder Chabra and my wife Parvinder Chabra. We all reside and are citizens of the State of New York. I make this affirmation in support of the defendants' motion to have both cases 05civ 5277 and 05civ5330 removed to the state courts on the grounds that this court does not have subject matter jurisdiction. The defendants also join in the similar motions of the defendants to dismiss for lack of subject matter jurisdiction in actions Eugenia VI Venture Holdings v. AMC Computer, Docket No. 05-05397, Eugenia VI Venture Holdings, Ltd. v. AMC Investors, LLC, et al., Docket No. 05-5362, Eugenia VI Venture Holdings, Ltd. v. Reale, Docket No. 05-5635, Eugenia VI Venture Holdings, Ltd. v. Reale, et al., Docket No. 05-5816 and wish for any facts that arise in those actions to be considered in conjunction with this motion.
 - 2. My attorney informs me that in order for this court to have jurisdiction, there must be

complete diversity of citizenship between the parties. The proof is that both the plaintiff and the defendants are citizens of New York.

- 3. I am the former President of AMC Computer Corp. All of my contacts with the plaintiff were in New York. It was not until these lawsuits began that I became aware that the plaintiff was claiming they were non-New Yorkers.
- 4. As alleged in the complaints, AMC entered into a credit agreement with the Plaintiff in which the plaintiff lent money to my company. The default of AMC under that agreement is at the heart of the two cases my family and I are involved in along with the four other federal actions involving other defendants. The credit agreement was negotiated in New York and was signed in New York. All notices under the agreement were to be sent to Eugenia c/o Eagle Advisors, Inc., 299 Park Avenue, 24th Floor, New York, NY. A copy of the notice page is attached hereto as Exhibit A. The UCC filings for the loan only gave the Eagle Advisors address. Copies of the filings are attached hereto as Exhibit B. Nothing was to be sent to the Cayman Islands.
- 5. At one point, AMC wished to borrow additional money from the plaintiff. I was told that Eugenia wanted to meet with me and the CFO of AMC face to face before they would even consider it. I was told to meet with a David Alexander of Eugenia at the offices of Eagle Advisors, which I did.
- 6. Paragraph 5.11 (c) of the credit agreement provided that AMC was to enter into a computer services agreement with Eagle Advisors, Inc in a form agreeable to the plaintiffs and which would provide Eagle with 120 hours of free service per year. A copy of that section is attached hereto as Exhibit C.
 - 7. In addition, AMC entered into an agreement with the plaintiff as "Eagle

Page 6 of 34

Advisors/Eugenia" to install a computer network. A copy of the relevant portions of the "Statement of Work-Eagle Advisors/Eugenia Network Installation" is attached hereto as Exhibit D. The Executive Overview, pg. 4, states that "Eagle Advisors/Eugenia has requested assistance from AMC" to install a computer network connecting New York, Los Angeles and Miami. There was no provision for connecting with the Cayman Islands. A firewall was to be set up to allow a site-to-site connection between New York and L.A. (Pg. 6). On page 7, it states that AMC was to provide daily status reports to "Eagle Advisors/Eugenia" Such reports were made and given to "Eagle Advisors/Eugenia" at the New York offices.

- Apparently, the plaintiff does not even have their own office in the Cayman Islands. The plaintiff claims that its address in the Cayman Islands is c/o Bessemer Trust Company (Cayman) Limited, 3rd Floor, CIBC Financial Centre, P.O. Box 694GT, 11 Dr. Roy's Drive, George Town, Cayman Islands. Bessemer is a large trust company with offices world wide. This is their address in the Cayman Islands. Their employee in the Cayman Islands, Ben Lesueur, is a director of the plaintiff and is apparently using his employer's address and his own. A copy of relevant pages from the web site of Bessemer Trust is attached hereto as Exhibit E.
- Another person connected to the plaintiff, Ekkehart Hassels-Weller, upon information and belief, another director of the plaintiff, and possibly its CEO, sent his e-mails with an eagle advisors e-mail address, as can be seen in an e-mail he sent out regarding AMC, a copy of which is attached hereto as Exhibit F.
- 10. All of the plaintiff's activities have taken place in New York. Upon information and belief, the sole activity of the plaintiff was to make loans in New York. They should be considered a New York citizen.

I declare under penalties of perjury that the foregoing is true and correct.

Case 1:07.68-09417mDAI	nd syllogoument-24:60	Filed 612/191/2007	Page-₹ of 34
Executed or	n July 26 , 2005	Dachal Surinder Chabra	
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\$ 1 Jan			

EXHIBIT A

EUGENIA VI VENTURE HOLDINGS, LTD. \$16,000,000

AMENDED AND RESTATED CREDIT AGREEMENT

with

AMC COMPUTER CORP.
as Borrower,
the other Credit Parties signatory thereto,
and AMC Computer Corp. (NJ)

Dated as of January 30, 2003

CLOSING DOCUMENTS

PARTIES AND COUNSEL

Borrower	AMC Computer Corp. ("Borrower")
Guarantors/Pledgors	AMC Investors, LLC ("Holdings")
	AMC Investors II, LLC ("Holdings II")
Chabra	Surinder (Sonny) Chabra ("Chabra")
Lender	Eugenia VI Venture Holdings, Ltd. ("Lender"
Counsel to the Lender	Gibson, Dunn & Crutcher LLP ("GDC")
Counsel to the Borrower	Greenberg Traurig LLP ("GT")

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LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. EACH CREDIT PARTY HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND AGREES THAT SERVICE OF SUCH SUMMONS, COMPLAINTS AND OTHER PROCESS MAY BE MADE BY REGISTERED OR CERTIFIED MAIL ADDRESSED TO SUCH CREDIT PARTY AT THE ADDRESS SET FORTH IN ANNEX G OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF SUCH CREDIT PARTY'S ACTUAL RECEIPT THEREOF OR 3 DAYS AFTER DEPOSIT IN THE UNITED STATES MAILS, PROPER POSTAGE PREPAID.

11.10 Notices. All notices, requests and other communications under this Agreement and any other Loan Document shall be in writing (including by facsimile transmission, provided that any matter transmitted by Borrower by facsimile shall be immediately confirmed by a telephone call to the recipient at the number specified on Annex G hereto) unless otherwise provided for herein and shall be personally served, or sent by facsimile, overnight service or mail, in each case, to the following address or facsimile number:

(A) If to Lender, at

Eugenia VI Venture Holdings, Ltd. c/o Eagle Investors, Inc. 299 Park Avenue, 24th Floor New York, New York 10171 Attention: David L. Alexander Telecopier No.: (212) 821-3700 Telephone No.: (212) 821-4324 alexander@eagleadvisors.com

with copies to:

Gibson, Dunn & Crutcher LLP 200 Park Avenue New York, New York 10166 Attention: Dennis Friedman, Esq. Telecopier No.: (212) 351-3900 Telephone No.: (212) 351-4035

(B) If to Borrower, at

AMC Computer Corp. 129 West 27th Street New York, New York 10001 Attention: Surinder (Sonny) Chabra Telecopier No.: (212) 620-3085

Telephone No.: (212) 620-0700 Ext. 1280

EXHIBIT B

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NEW YORK DEPARTMENT OF STATE, UCC RECORD

Debtors: AMC COMPUTER CORP.

Debtor Address: AMC COMPUTER CORP.

129 W. 27TH STREET NEW YORK, NY 10001 DUNS: 112990841

Secured Parties: EUGENIA VI VENTURE HOLDINGS, LTD. C/O EAGLE ADVISORS, INC.

Secured Party Address: EUGENIA VI VENTURE HOLDINGS, LTD. C/O EAGLE

ADVISORS, INC.

299 PARK AVENUE, 24TH FLOOR

NEW YORK, NY 10171

Filing Type: AMENDMENT

Filing Date: 4/9/2002

Filing Number: 02081913

Original Filing Number: 01170457

Original Filing Date: 9/7/2001

Filing Office: SECRETARY OF STATE/UCC DIVISION 162 WASHINGTON AVE

ALBANY, NY 12210

Collateral: ACCOUNT(S) AND PROCEEDS; INVENTORY AND PROCEEDS; GENERAL INTANGIBLE(S) AND PROCEEDS; ACCOUNTS RECEIVABLE AND PROCEEDS; CONTRACT RIGHTS AND PROCEEDS; COMPUTER EQUIPMENT AND PROCEEDS

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NEW YORK DEPARTMENT OF STATE, UCC RECORD

Debtors: AMC COMPUTER CORP.

Debtor Address: AMC COMPUTER CORP.

129 W 27TH STREET NEW YORK, NY 10001 DUNS: 112990841

Secured Parties: EUGENIA VI VENTURE HOLDINGS, LTD. C/O EAGLE ADVISORS, INC.

Secured Party Address: EUGENIA VI VENTURE HOLDINGS, LTD. C/O EAGLE

ADVISORS, INC.

225 LIBERTY ST, WORLD FINANCIAL CENTER, SO TOWER, FL

38

NEW YORK, NY 10080

Filing Type: INITIAL FILING

Filing Date: 9/7/2001

Filing Number: 01170457

Filing Office: SECRETARY OF STATE/UCC DIVISION

162 WASHINGTON AVE ALBANY, NY 12210

Collateral: ACCOUNT(S) AND PROCEEDS; INVENTORY AND PROCEEDS; GENERAL INTANGIBLE(S) AND PROCEEDS; ACCOUNTS RECEIVABLE AND PROCEEDS; CONTRACT RIGHTS AND PROCEEDS; NEGOTIABLE INSTRUMENTS AND PROCEEDS; COMPUTER EQUIPMENT AND PROCEEDS; EQUIPMENT AND PROCEEDS

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NEW YORK DEPARTMENT OF STATE, UCC RECORD

Debtors: AMC COMPUTER CORP.

Debtor Address: AMC COMPUTER CORP.

129 WEST 27TH STREET NEW YORK, NY 10001 DUNS: 112990841

Secured Parties: EUGENIA VI VENTURE HOLDINGS, LTD. C/O EAGLE ADVISORS, JNC.

Secured Party Address: EUGENIA VI VENTURE HOLDINGS, LTD. C/O EAGLE

ADVISORS, INC.

299 PARK AVENUE, 24TH FLOOR

NEW YORK, NY 10171

Filing Type: INITIAL FILING

Filing Date: 1/30/2003

Filing Number: 0301300220718

Filing Office: SECRETARY OF STATE/UCC DIVISION

162 WASHINGTON AVE ALBANY, NY 12210

Collateral: ACCOUNT(S) INCLUDING PROCEEDS AND PRODUCTS; CHATTEL PAPER INCLUDING PROCEEDS AND PRODUCTS; GENERAL INTANGIBLE(S) INCLUDING PROCEEDS AND PRODUCTS; COMPUTER EQUIPMENT INCLUDING PROCEEDS AND PRODUCTS; INVENTORY INCLUDING PROCEEDS AND PRODUCTS; EQUIPMENT INCLUDING PROCEEDS AND PRODUCTS; FIXTURES INCLUDING PROCEEDS AND PRODUCTS; ACCOUNTS RECEIVABLE INCLUDING PROCEEDS AND PRODUCTS; CONTRACT RIGHTS INCLUDING PROCEEDS AND PRODUCTS; MACHINERY INCLUDING PROCEEDS AND PRODUCTS; BUSINESS MACHINERY/EQUIPMENT INCLUDING PROCEEDS AND PRODUCTS; VEHICLES INCLUDING PROCEEDS AND PRODUCTS; PARTNERSHIP INTEREST INCLUDING PROCEEDS AND PRODUCTS; NEGOTIABLE INSTRUMENTS INCLUDING PROCEEDS AND PRODUCTS

EXHIBIT C

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testing as Lender deems appropriate, including subsurface sampling of soil and groundwater. Borrower shall reimburse Lender for the costs of such audits and tests and the same will constitute a part of the Obligations secured hereunder.

- Landlords' Agreements, Mortgagee Agreements and Bailee Letters. Each Credit Party shall obtain a landlord's agreement, mortgagee agreement or bailee letter, as applicable, from the lessor of each leased property, mortgagee of owned property, if any, or bailee with respect to any warehouse, processor or converter facility or other location where Collateral is stored or located, which agreement or letter shall contain a waiver or subordination of all Liens or claims that the landlord, mortgagee or bailee may assert against the Collateral at that location, and shall otherwise be reasonably satisfactory in form and substance to Lender. With respect to such locations or warehouse space leased or owned as of the Closing Date and thereafter, if Lender has not received a landlord or mortgagee agreement or bailee letter as of the Closing Date (or, if later, as of the date such location is acquired or leased), Borrower's Eligible Inventory at that location shall, in Lender's discretion, be excluded from the Borrowing Base or be subject to such Reserves as may be established by Lender in its sole discretion. After the Closing Date, no real property or warehouse space shall be leased by any Credit Party and no Inventory of any Credit Party shall be shipped to a processor or converter under arrangements established after the Closing Date without the prior written consent of Lender (which consent, in Lender's discretion, may be conditioned upon the exclusion from the Borrowing Base of Eligible Inventory at that location or the establishment of Reserves acceptable to Lender) or, unless and until a reasonably satisfactory landlord agreement or bailee letter, as appropriate, shall first have been obtained with respect to such location. Each Credit Party shall timely and fully pay and perform its obligations under all leases and other agreements with respect to each leased location or public warehouse where any Collateral is or may be located. To the extent otherwise permitted hereunder, if any Credit Party proposes to acquire a fee ownership interest in Real Estate after the Closing Date, it shall first provide to Lender a mortgage or deed of trust granting the Lender a first priority Lien on such Real Estate, together with environmental audits, mortgage title insurance commitment, survey, local counsel opinion(s), and, if required by Lender, supplemental casualty insurance and flood insurance, and such other documents, instruments or agreements reasonably requested by Lender, in each case, all in form and substance reasonably satisfactory to Lender.
 - 5.10 Further Assurances. Each Credit Party executing this Agreement agrees that it shall and shall cause each other Credit Party to, at such Credit Party's expense and upon request of Lender, duly execute and deliver, or cause to be duly executed and delivered, to Lender such further instruments and do and cause to be done such further acts as may be necessary or proper in the reasonable opinion of Lender to carry out more effectively the provisions and purposes of this Agreement or any other Loan Document.

5.11 Post-Closing Obligations.

(a) Borrower shall dissolve AMC-New Jersey within 150 days of the Closing Date:

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- (b) <u>Life Insurance</u>. Borrower shall use its best efforts to deliver to Lender a letter of undertaking regarding obtaining an increase of the key man life insurance policy in favor of Lender on the life of Chabra in an amount of not less than \$5,000,000 within 150 days after the Closing Date.
- (c) <u>Computer Services Agreement</u>. Borrower shall have entered into a computer services agreement with Eagle Investors, Inc. in form satisfactory to Lender within sixty (60) days of the Closing Date and which shall provide for at least 120 hours of service per annum.

6. NEGATIVE COVENANTS

Each Credit Party executing this Agreement jointly and severally agrees as to all Credit Parties that, without the prior written consent of the Lender, from and after the date hereof until the Termination Date:

6.1 Mergers, Subsidiaries, Etc.

No Credit Party shall directly or indirectly, by operation of law or otherwise, (a) form or acquire any Subsidiary, or (b) merge with, consolidate with, acquire all or substantially all of the assets or Stock of, or otherwise combine with or acquire, any Person without Lender's prior written consent. The Accounts and Inventory of any acquired Person shall not be included in Eligible Accounts and Eligible Inventory without the prior written consent of Lender.

- 6.2 <u>Investments; Loans and Advances</u>. Except as otherwise expressly permitted by this <u>Section 6</u>, no Credit Party shall make or permit to exist any investment in, or make, accrue or permit to exist loans or advances of money to, any Person, through the direct or indirect lending of money, holding of securities or otherwise, except that:
 - (a) subject to Section 5.11, each Credit Party may maintain its existing investments in its Subsidiaries as of the Closing Date;
 - (b) so long as no Default or Event of Default has occurred and is continuing and there is no outstanding Revolving Loan balance and subject to the provisions in Annex B, Borrower may make investments in (i) marketable direct obligations issued or unconditionally guaranteed by the United States of America or any agency thereof maturing within one year from the date of acquisition thereof, (ii) commercial paper maturing no more than one year from the date of creation thereof and currently having the highest rating obtainable from either Standard & Poor's Ratings Services or Moody's Investors Service, Inc., (iii) certificates of deposit, maturing no more than one year from the date of creation thereof, issued by commercial banks incorporated under the laws of the United States of America, each having combined capital, surplus and undivided profits of not less than \$300,000,000 and having a senior unsecured rating of "A" or better by a nationally recognized rating agency (an "A Rated Bank"), (iv) time deposits, maturing no more than 30 days from the date of creation thereof with A Rated

EXHIBIT D



Making Complex Technologies Simple

STATEMENT OF WORK - EAGLE ADVISORS/EUGENIA NETWORK INSTALLATION

June 13, 2003



Professional Services Organization

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Document 21-6

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Filed 12/11/2007

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Page 5

Case 1:07-qv-09417-DAB; Document 21-6 Filed 12/11/2007 Page 22 of 34 AMC INFRASTRUCTURE UPGRADE DELIVERABLES REQUESTED Network Discovery The current environment will be documented to provide an existing state document to be used as a base reference. Install and configure networking infrastructure in the NY location as follows: Firewall to allow a site-to-site VPN to the Los Angeles office and secure connectivity from the internet to a DMZ housing a webserver 24-port 3Com Switch with 2 GB ports for the internal network 16-port 3Com Switch for connectivity to the DMZ 42-U Rack and all requisite equipment as outlined in this document Install and configure 4 servers in the rack as follows:

Compaq DL360 to be used as a Microsoft Windows Active Directory Server, Backup Server Antivirus Server and for File and Print services Compaq DL360 to be used as a Microsoft Exchange Server Compaq DL360 to be used as a RightFax server Compaq DL360 to be used as a Web/Gateway Server Backup: To provide backup functionality for the network, an Autoloader Backup Unit, along with requisite software, will be installed. Additional services provided: Work with Eagle Advisors/Eugenia to provide new, current network documentation. Discuss Data Replication requirements and implementation. This will be implemented as phase two and will be addressed under a separate SOW post installation. Rapid Response Agreement for 7x24 support.

Page 6

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		auth	orize	tasks, i	pro	n of work, vide all ac alate issue	tess i	required	for the co	a will be pompletion	resent, on-site, to of the project, and
		Such	course n expe	of exe	nav	tion of wor	k, will	l be cha	rged back	tb Eagle	that arise during Advisors/Eugenia. urchased out-of-
		Eagi prop	e Adv erly p	risors/E erform	ug the	enia is res Installatio	ponsi n of a	ble for a	all parts ar vare.	d compo	ents required to
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		Acce to pe	ss wi	be prowork.	ovi	ded to the	Eagle	Adviso	ors/Eugeni	environ	nent where AMC is
		venc data what oper	ors st or ott soeve ation	nall in n ner Info or includ of hard	o m iin va	event be list ation stored but not lit e, electric	ble for d on r mited al dist	or Eagle nagneti to oper turbanc	e Advisors/ ic or other ator error es and an	Eugenia media for or neglige others.	e that AMC and its oss of programs, any reason nce, improper
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		It is a softw	ssum are ar	ed that nd licer	E	igle Adviso s.	rs/Eu	ıgenia l	egally own	s all of th	e necessary
Соруг	ght	©AMC	Corporal	loп. Conf	deni	ial and Propried	ary. Alf	rights rese	rved,		Page 7

AMC INFRASTRUCTURE UPGRADE Lit is assumed that an Internet connection exists at the new facility and that DNS and MX records are present. All AMC resources will be granted reasonable access to all necessary facilities. systems, hardware and software required to achieve the objectives described in the Deliverables section of this document. All Eagle Advisors/Eugenia personnel participating on the project understand, accept, and abide by the roles and responsibilities for project tasks, communications, and change Some work, such as documentation, may be performed off-site. It is also agreed and understood in connection with any Software that AMC and its vendors shall in no event be liable for Eagle Advisors/Eugenia's loss of programs, data or other information stored on magnetic or other media for any reason whatsoever including but not limited to operator error or negligence, improper operation of hardware, electrical disturbances and any others. Normal hours of operation are between 8:30-5:30, Monday - Friday and charged the standard rate. Overtime is between the hours of 5:30pm and 9:00am Monday-Friday, Saturday (24 hrs) and charged at a rate of 1.5 x standard rate, Double-Time is 24 hrs Sunday to 09:00am Monday and charged at 2x standard rate. AMC will make every effort to accommodate Eagle Advisors/Eugenia's schedule upon request; however, a five business day advanced notice of the Eagle Advisors/Eugenia's start date for any resources is required for AMC to guarantee resources. Eagle Advisors/Eugenia's will also provide a schedule for all requirements. Copyright CAMC Corporation. Confidential and Progretary. All rights reserved.

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EXHIBIT E

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At Bessemer, we believe that successful wealth management is determined by personal relationships and shared values. Thus, the professionals in Bessemer's regional offices have first-hand understanding of the local concerns and commitments of their clients, and they translate that understanding into useful knowledge for the fulfillment of their client responsibilities.



New York, New York

Michael R. Weaver 630 Fifth Avenue New York, New York 10111-0333 (212) 708-9295



Miami, Florida

George H. Wilcox 801 Brickell Avenue Miami, Florida 33131-2900 (305) 372-5005



Palm Beach, Florida

Brandon Reid 222 Royal Palm Way Palm Beach, Florida 33480-4394 (561) 655-4030



Naples, Florida

David Bunce 850 Park Shore Drive Suite 204 Naples, Florida 34103 (239) 435-0034



San Francisco, California

Robert G. Vanneman 101 California Street Suite 2500 San Francisco, California 94111 (415) 291-1810



Bessemer Trust Company (Cayman) Limited

Ben Lesueur Edward Street, Box 694 Grand Cayman, Cayman Islands, British West Indies (345) 949-6674



Woodbridge, New Jersey

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Chicago, Illinois

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Atlanta, Georgia

Philip P. Cave 3455 Peachtree Road, N.E. Suite 850 Atlanta, Georgia 30326 (404) 965-9300



Dallas, Texas

Scott W. Hancock 300 Crescent Court Suite 800 Dallas, TX 75201 (214) 981-9400



Wilmington, Delaware

Peter Cutler 1007 Orange Street Suite 1450 Wilmington, Delaware 19801 (302) 230-2675

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You may be visiting our website because you have heard about us, a friend recommended us, or perhaps you are just curious. So, as an introduction to Bessemer, I would like to quickly tell you where we have been and where we are going and to share some information about us that just might surprise you.

Bessemer Trust is one of the oldest and largest wealth management firms with a "family office" tradition. While we began as the Phipps family office in 1907, today we supervise in excess of \$42.4 billion in assets on behalf of over 1,800 clients. We have the best staff-to-client ratio in the industry. What we do for our clients is provide a focused, fully integrated combination of asset management and estate, tax and wealth transfer planning.



Bessemer Trust is universally recognized for the depth and quality of the personal service we provide our clients. What you may not know is the following:

- We manage approximately \$4.4 billion in alternative asset investments such as private equity, exchange funds, real estate, hedge funds and one of the industry's largest venture capital fund-of-funds
- We pioneered sophisticated estate planning and wealth transfer strategies in conjunction with our alternative asset investments

That's where we have been. We are proud of our role in defining wealth management in the 20th century, and we are equally excited about our opportunity to expand it in the 21st. We will accomplish this by strategically using technology to improve our capability to do what we've always done focus relentlessly on our clients.



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Send us Email: feedback@bessemer.com
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For nearly a century, Bessemer Trust has been defining wealth management through personalized client service and expert financial counseling to high net worth individuals and select institutions.

Unlike other firms, Bessemer Trust offers a comprehensive array of wealth management services, including:

- Investment Management
- Financial, Tax and Estate Planning
- · Fiduciary Counseling
- · Family Business Planning
- Personal Risk Management
- · Strategic Philanthropy

Bessemer Trust supervises in excess of \$42.4 billion for over 1,800 clients. Bessemer's industry leading client-to-staff ratio of 3:1 ensures the highest degree of individual service and confidentiality. Moreover, because Bessemer is privately owned, account teams remain stable and focused on the priorities of individual client relationships. Our clients include:

- · High Net Worth Individuals and Families
- · Endowments and Foundations
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EXHIBIT F

Case 1:07-c	v-09417-	DAB	Docum	ent 21-6	Filed 12	/11/2007	Page1301 of 34
Paul Alde	rdice					-	
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Sent: Saturda To: Glaser, Ro	rt Hassels-Weil V, June 14, 200 bert V. ert J.; David Al	3 5:17 PM	w@eaglead	visors.com]			
schedule a me	eting with you (preferably in	New York	ur memorandum ometime in July),	three things sho	uld happen:	
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We are not rulit above.	g out a positive	answer to th	ne two main	requests you hav	e made once we	are satisfied on	the three issues
Hope this respo	nse is helpful. E	Best regards.	- Ekkehart				

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UNITED STATES DISTRIC	CT COURT		
SOUTHERN DISTRICT OF	NEW YORK		
EUGENIA VI VENTURE H	IOLDINGS, LTD.	X	
	Plaintiff		CASE NO.
- against -			05 Civ. 5277 (DC) MEMORANDUM OF
SURINDER CHABRA, NA		LAW [Electronically filed]	
	Defendants.	X	
EUGENIA VI VENTURE H	OLDINGS, LTD.		
- against -	Plaintiff		CASE NO. 05 Civ. 5330 (DC)
SURINDER CHABRA, NAI PARVINDER CHABRA and CORP.	•		
	Defendants.	X	

- 1. This memorandum of law is submitted in support of the defendants' motion in these two actions to remand these matter to the state court on the ground that this court lacks subject matter jurisdiction. There is no diversity of the parties since they are all citizens of New York State. The facts are as stated in the affirmation of defendant Surinder Chabra attached hereto.
- 2. The plaintiff corporation is incorporated in the British Virgin Islands and is therefore a citizen there. However, every corporation is also a citizen of the state where its principal place of business is located. 28 U.S.C. §1332 (c) (1). There are two different tests in the Second Circuit to determine this. If the corporation is centralized, "its principal place of business is where it has its greatest impact on or contact with the general public." Helmsley-Spear, Inc. v.

Ramfis Realty, Inc., 2003 U.S. Dist. Lexis 21309 (S.D.N.Y., Nov. 24, 2003) at *5; Sterling Fifth Assoc. v. Carpentile Corp., Inc., 2003 U.S. Dist. Lexis 16922 (S.D.N.Y., Sept. 26, 2003) at *8-9. The second test is where a corporation's operations are decentralized and geographically widespread. In that case, its principal place of business is where overall policy originates. Id.

- 3. The burden of proof is on the party invoking federal jurisdiction and all doubts are to be resolved in favor of remanding a case. <u>Auriemmr Consulting Group, Inc. v. Universal Savings Bank, F.A.</u>, 367 F.Supp.2d 311, 312-13 (E.D.N.Y. 2005); <u>Sterling Fifth Assoc. v. Carpentile Corp.</u>, Inc., supra, at *15.
- 4. The only evidence of plaintiff's activity in the Cayman Islands is an address which is not its office but that of Bessemer Trust, which employs one of the plaintiff's directors. It is not even incorporated there.
- 5. Where there is any evidence of activity by the plaintiff it is in New York. The credit agreement and all of its attached documents were negotiated and signed in New York. The filed UCCs listed the plaintiff as being located c/o Eagle Advisors in New York. All notices under the agreements were to go to the same address in New York. It required AMC to provide free computer service to Eagle Advisors in New York. When defendant Surinder Chabra wished to negotiate an increase in the loan amount from the plaintiff, he was told to meet with them in New York. None of the defendants contacted the plaintiff in the Cayman Islands.
- 6. The most direct proof that the plaintiff's principal place of business was in New York is the "Statement of Work-Eagle Advisors/Eugenia Network Installation" agreement between AMC and the plaintiff. The plaintiff did not even try to distinguish between itself and its New York alter ego. All work was to be done for the plaintiff in New York and a computer network

was set up to link New York with Miami and Los Angeles but pointedly not the Cayman Islands. New York was to be the hub of the network.

- 7. It is obvious that the plaintiff has no interest in or connection with the Cayman Islands except as a mailing address to which no notices or correspondence is to be sent. The mere fact that a single corporate officer or director may reside on the Islands is not enough to confer citizenship on the corporation. <u>Helmsley-Spear, Inc. v. Ramfis Realty, Inc.</u>, supra at *7.
- 8. Under the test for a centralized corporation, which we believe the plaintiff to be, the greatest impact or contact it has is with New York. Upon information and belief, its major or only asset is the credit agreement with AMC. That asset is located in New York,
- 9. Even if the plaintiff was considered to be non-concentrated, it will fail to meet its burden that the Cayman Islands is the nerve center of its operations. It was not to be connected to their computer network. No notices were to be sent there. It appears that all of their officers except for one is located in New York. E-mails to Eugenia was sent to and from Eagle Advisors in New York. It does not even have an office in the Cayman Islands. The mere fact that the plaintiff declares in its contracts that the Cayman Islands is its principal place of business is not enough. Helmsley-Spear, Inc. v. Ramfis Realty, Inc., supra at *7.
- 10. The plaintiff will not be able to meet its heavy burden of proof. This matter should be remanded to the state courts.

Wherefore, the defendants' motion should be granted.

Dated: July 27, 2005

KIM STEVEN JUHASE (KJ 6905) Novak & Juhase 101 Eisenhower Parkway, suite 300 Roseland, NJ 07068

973-795-1206